

AGREEMENT BETWEEN

THE CITY OF LINCOLN

AND

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399
STREET AND ALLEY**

May 1, 2019 to

April 30, 2022

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AGREEMENT BETWEEN

THE CITY OF LINCOLN

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399

This Agreement is entered into by the City of Lincoln, an Illinois Municipal Corporation, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 399, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to, adjust misunderstandings and grievances relating to employee's wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, and by their duly authorized representatives and/or agents, do hereby mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment of all full-time employees of the City of Lincoln Street Department in the following job classification: Full-time Laborer and Assistant Superintendent, but excluding all confidential, managerial and supervisory employees as defined in the Act, and all other employees of the Employer.

Section 2. Union Steward/Committee Members

The Union Committee shall consist of a limit of two (2) Union Committee Members from the bargaining unit, one (1) of which shall be the Union Steward.

Committee Members scheduled to work during the time of negotiations shall be allowed time off from work with pay for all time spent in negotiations, not to exceed eight (8) hours of regular pay per day.

The Union Steward with permission of proper authority may leave the assigned work to investigate an alleged grievance or to present matters regarding this Agreement. Permission shall not be unreasonably withheld.

An employee and/or Union Steward scheduled to work during the time of a grievance hearing shall be allowed time off from work with pay for all time spent related to processing the grievance, not to exceed eight (8) hours of regular pay per day.

Section 3. Conditions of Employment

Management may assist bargaining unit employees for safety or to expedite the work flow (which does not require the use of mechanical machinery), but shall not displace any bargaining unit employee from employment or from any overtime opportunities unless requires by emergency.

Section 4. Residence Requirement

The employee's residence shall be within Logan County, Illinois.

ARTICLE II

SUMMER HELP AND TEMPORARY EMPLOYEES

1. During the period of May 1 to October 1 each year, the City of Lincoln may continue to hire Summer Help to perform functions related to clean up, storm management, road maintenance and repair such as, but not limited to: mowing, painting, trimming, patching, barricades, dead animals, flagging, signs, etc. Summer Help will not be used to perform other unrelated operations normally assigned to the Bargaining Unit nor will they be expected to become members of the Union. Summer Help will have any necessary licenses and be qualified to perform any function the Superintendent directs the employee to perform.

2. The Superintendent, at his discretion, shall be able to hire temporary employees to perform snow removal, storm management, and/or storm cleanup work that would normally be performed by members of the Bargaining Unit, provided that the Superintendent made at least two attempts to call-in all the full-time Bargaining Unit members and he still does not have sufficient manpower to perform the tasks at hand. Such temporary employees shall hold all necessary license and/or permits and shall be qualified to operate any equipment or perform any function that the Superintendent directs them to perform related to snow removal, storm management, and/or storm cleanup. Temporary employees shall make the current hourly pay rate as outlined in Article XX – Pay Rates for an employee in the first 12 months.

ARTICLE III

GRIEVANCE PROCEDURE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Superintendent

A written grievance shall be submitted and signed by the grievant and the Union in writing to the Superintendent of the Department no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance. The grievance shall specify the specific sections(s) and/or article(s) allegedly violated and shall also state the specific relief sought, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provision of this Agreement which are alleged to have been violated, and the relief requested. Upon receipt of the grievance, the Superintendent shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance with the grievant and/or authorized representative of the Union at a time mutually agreeable to the parties. The Superintendent shall render a written response to the grievant within five (5) calendar days after the grievance is presented. In the event of discipline, the grievance will be automatically advanced to Step 2.

Step 2: Mayor/Committee

If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor within five (5) calendar days after receipt of the Superintendent's answer at Step 1 with a copy provided to the City Clerk. Upon receipt of this appeal, the Mayor shall convene a committee of City Council members (along with himself) to investigate the grievance. The Mayor/Committee may offer to discuss the grievance with the grievant and/or authorized representative of the Union at a time mutually agreeable to the parties. The Mayor/Committee may also refer the grievance to Step 1 if it is a disciplinary matter. The Mayor/Committee shall provide a written answer to the grievant and/or the Union within twenty-one (21) calendar days from the date of the appeal.

Step 3: Arbitration

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Union as Step 2. The Union shall request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. A coin toss will determine the order of striking for the first grievance. For subsequent grievances, the parties will take turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of the Union and Employer representatives.

It is understood and agreed that, upon mutual consent of the parties, the arbitrator may be selected without applying all the provisions of this Article.

The sole function of the arbitrator shall be to interpret the meaning of the Articles of this Agreement and the arbitrator shall have no power to add to, subtract from, or to modify in any way the terms of this Agreement. No more than one grievance shall be considered unless the parties mutually agree to the contrary.

The arbitrator's decision shall be in writing and shall be final and binding on all parties concerned.

The Employer and the Union agree that the expenses of the arbitrator shall be shared equally by each party. However, each party shall pay the expenses of its own witnesses.

ARTICLE IV

MANAGEMENTS RIGHTS

The Employer shall retain the sole rights and authority to operate the affairs of the City and all departments and all aspects (including but not limited to all rights and authority exercised by the City prior to the execution of this Agreement) except as modified in this Agreement.

Among the rights retained are the City's right to determine its mission and the standards of service offered to the public; to direct the working forces; to plan, direct, and control and determine the operations of services to be conducted in all of its departments or by the Employer; to assign and transfer employees by seniority and qualification list; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to their lack of work, shortage of budget funds, or other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement or statutes of the State of Illinois.

The Employer retains the right to order any employee to submit to blood, urine or other test of any nature upon reasonable cause to believe that employee is then under the influence of alcoholic beverages or other controlled substances. The Employer shall set forth such reasonable suspicions and a basis thereof including objective facts and reasonable inferences drawn from those facts in light of experience, in writing, prior to or within 24 hours of any such request or order to the employee.

The Employer and the Employee agree to the drug testing policy attached as Appendix A and by this reference incorporated herein.

ARTICLE V

NO STRIKE - NO LOCKOUT

1. Neither the Union nor any employee will call, initiate, authorize, participate in, encourage or ratify any work stoppage or the concerted interference with the full and proper performance of the duties of employment with the Employer during the term of this Agreement.

2. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

3. Upon failure of the Union to comply with the provisions of Section 2 above, any agent or official of the union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

4. Any employee that violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against the employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee has in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

5. The City agrees that it shall not lock out any employee in the bargaining unit as a result of a labor dispute during the term of this agreement.

ARTICLE VI

DUES DEDUCTION

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Local 399 dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to Local 399, International Union of Operating Engineers, at the address designated by the Local. The Local hall

advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Local and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Local by the tenth (10th) day of each month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Local. Authorization for such shall be irrevocable unless revoked by written notice to the Employer and the Local during the fifteen (15) day work period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 3. Dues New Employees

New full-time employees who have not made application for membership shall pay dues after the thirtieth (30th) day of employment.

Section 4. Indemnification

The Local hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with this Article.

ARTICLE VII

SENIORITY

1. As used in this Agreement, "seniority" is defined as the continuous length of service or employment with the Employer from the date of last hire. Seniority shall be broken when the employee:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) is laid off pursuant to the provisions of this Agreement for a period of twenty- four months, or

- (d) is transferred to a job with the Employer outside the bargaining unit, unless this provision is waived by the mutual agreement of the employer, Union and employee.

2. The Employer shall publish a seniority list upon the execution of this Agreement. Unless an employee disputes a seniority date within ten (10) days after its publication, said list shall be final. Any disputes as to a correct date shall be resolved through the grievance procedure.

ARTICLE VIII

LAYOFF AND RECALL

1. In the event a layoff or cutback of employees is required, such layoffs shall be by seniority provided the remaining employees are qualified to handle the job duties. Further, such layoffs shall be limited to seniority in each Department where the layoff occurs. An employee laid off from one Department shall have no right to use his seniority to bump into another Department.

2. When additional employees are required in a Department, the Employer shall: (a) call back by seniority any employees of that Department then on layoff, then (b) call by seniority any employees within this contract unit who are on layoff, provided such employees are qualified to do the work.

3. An employee from one Department called for work in another Department shall remain behind the employees then in the other Department and shall be the first to go if any further layoffs occur. Further, if an opening occurs in the employee's original Department, the employee shall have the option of being recalled to the original Department, or maintaining the position in the Department in which the employee is then actively working.

ARTICLE IX

HOURS OF WORK/OVERTIME

1. All employees shall be scheduled to work a regular shift in each seven (7) day period with fixed starting and quitting times. The normal work schedule shall be 7:00 a.m. to 3:30 p.m. with a thirty (30) minute unpaid lunch period. However, the Employer shall have the right to change the normal work schedule after providing the employees with twelve (12) hours

advance notice. This provision shall only apply during the months of June, July, and August for excessive heat purposes or work in heavy traffic areas.

Employees working the hours between 7:00 p.m. and 4:00 a.m. shall be paid at a rate of time and one-half.

2. Eight (8) consecutive hours of work, interrupted only by the unpaid lunch period, shall constitute the normal workday. In the event that the employee is required to work through the work day without a lunch period as directed by the Superintendent, the employee shall receive either compensatory time equal to two (2) times the amount of time for a normal lunch period or the right to leave work early by one (1) hour, but said right to leave work early must be taken the same day as the loss of the lunch period. If the employee does not choose either compensatory time or the right to leave work early the same day, then the compensation for the amount of time actually worked shall be controlled by Section 3 of Article IX.

3. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2).

4. Any employee called in at other than his regular starting time for work which does not continue uninterrupted on to this regular shift, shall receive a minimum of two (2) hours pay or actual time spent working rounded to the nearest half (1/2) hours at the time and one-half (1/2) rate for the call-in, whichever is greater. If the two (2) hour minimum applies pursuant to this subsection, such two (2) hours shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

5. Call out shall begin based on employee with the least amount of overtime and further based on the employee's qualification to do so. The Union members shall furnish a call-out list or lists of qualified employees in cooperation with the Superintendent. Final approval of the qualification list rests with the Superintendent. In order for an employee to be considered for call-in, the employee must be qualified to perform work necessary or operate the equipment necessary for overtime. The Superintendent shall start with the employee with the least amount of overtime hours and the qualification lists on employees and any employee who refuses call-out will be charged with the amount of time actually expended by any employee who accepts said call-out for purposes of the next call-out made. For the purpose of the call-in list only, a new

employee will be considered to have the most overtime hours on the first call-in for said new employee. In addition, any employee on authorized leave will be temporarily considered to be the employee with the most overtime hours. Once the list has been completely exhausted, the Superintendent shall thereafter call-in the qualified employees with the least hours of overtime in an effort to equalize the overtime among employees, or the Superintendent may work the overtime call out himself in his discretion after he has went through the list twice.

6. Compensatory Time - An employee may opt to exchange each hour of overtime worked for two (2) hours of compensatory time. Compensatory time may be accumulated to forty (40) hours per year and shall be allowed to carry-over past May 1st of each year. An Employee may cash out his accumulated compensatory time based on accrued overtime not compensatory time hours and not later than April 1st of the fiscal year said overtime has accrued. There will be no payout on any time carried over. An employee who accumulates forty (40) hours of compensatory time and subsequently uses some of that compensatory time, the employee may accumulate compensatory time up to the maximum of forty (40) hours within the same fiscal year but this shall not be subject to carry-over past May 1st of each year.

7. The Employer will provide at the request of the employee a personal record of compensatory time, personal time, sick leave, overtime, and holiday time as of the first day of each calendar month in the payroll period. Said record shall be provided with the payroll at or near the fifteenth (15th) of said calendar month. For transition purposes, the first such report shall be made for the January 15, 1996, payroll period and shall be required for the payroll period on the fifteenth (15) of each month thereafter.

8. All members of the collective bargaining agreement will receive a \$250.00 stipend per license attained during length of agreement. Including all subcategories pertaining to the license. All employees of the collective bargaining agreement will be afforded to opportunity to acquire said license. License and subcategory type is subject to approval by the Street Superintendent. This will be retroactive to the previous twelve months from the effective date of this agreement.

ARTICLE X

LEAVES OF ABSENCE

Upon the death of a person in the immediate family, an employee shall be entitled to three (3) days leave with pay to attend a funeral in state, and if the funeral is outside the state, five (5) days leave with pay, to make arrangements and conduct matters related to the situation. "Immediate family" shall include the spouse, children, stepchildren and grandchildren and siblings of the employee and spouse; the parents and grandparents of the employee and spouse son-in-law and daughter-in-law.

ARTICLE XI

HOLIDAYS

1. Employees shall receive, with pay, holidays as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday (also known as President's Day)
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Should any of these holidays fall on Sunday, it will be observed on Monday, and a holiday falling on Saturday will be observed on the Friday before.

An employee who has scheduled a vacation that includes a holiday within said vacation period shall be entitled to holiday pay for that holiday, provided that the vacation was scheduled in advance as required in Article XII or otherwise approved by the Superintendent.

2. In order to receive holiday pay, an employee must work his regular shift the day before and the day after a holiday unless otherwise approved by the Superintendent, in which case said employee shall receive his holiday pay. For the purposes of this section, approved leave

shall include sick leave so long as a note from the employee's physician is provided to the Superintendent.

3. If an employee works on a holiday, as set forth above, that employee shall receive the regular holiday pay plus two times his regular hourly wage for the hours worked on said holiday.

ARTICLE XII

VACATIONS

1. Employees shall receive vacation time, with pay, based upon the following schedule:

A. As of January 1 of each calendar year:

1) Six (6) months completed service through two (2) years completed service - 1 week

2) From two (2) years completed service through seven (7) years completed service - 2 weeks

3) From seven (7) completed service through thirteen (13) years completed service - 3 weeks

4) From thirteen (13) years completed service through twenty (20) years completed service - 4 weeks

5) Over twenty (20) years' service completed - one (1) additional day for each year over twenty (20) years' service completed.

2. Employees with the approval of the Superintendent shall be allowed, by seniority, to select their vacation time off. Employees shall select a minimum of five (5) individual days and a maximum of ten (10) individual days, but all vacation time shall be posted by seniority. Any additional vacation time shall be selected with a minimum of one (1) week and a maximum of two (2) consecutive week intervals. The vacation calendar will be posted by January 2nd of each calendar year. Vacation time must be selected by March 1st of each calendar year and may not be modified without the prior approval of the Superintendent.

3. Vacation time may be used by the hour with the approval of the Superintendent.

4. In the event of Termination for any reason, the employee shall receive his pro-rated vacation pay earned from January 1. Vacation shall be paid to the employee two (2) months after separation from employment.

ARTICLE XIII

SICK LEAVE

1. Employees shall be eligible for twelve (12) days of sick leave to be advanced to the employee January 1 of each year. The days shall be prorated for the subsequent calendar year if the employee is in an unpaid status for thirty (30) days or more. Said sick leave may be used for family leave for the employees - immediate family constituting the employee's parents, children, and spouse, not to exceed twelve (12) days allowed. An employee may use all twelve (12) days for family illness or injury with medical documentation satisfactory to the City.

Employees may accumulate sick days up to a maximum of 120 in each of two (2) separate sick leave banks (up to 240 days). The first 120 day bank can be used for employee illness, injury or disability and/or service credit with IMRF consistent with IMRF rules as they may from time to time change. The second bank may be used only for IMRF credit, consistent with the IMRF rules as they may from time to time change, absent approval from the Mayor or Administrator for use for catastrophic illness or injury of the employee only. There will be no payment for sick leave upon leaving employment.

2. If the consecutive days of sick leave extend beyond three (3) workdays, the employee must present a doctor's certificate to substantiate the basis for the sick leave and in order to return to work. Failure to present such a doctor's certificate will limit the sick leave to three (3) days pay. However, medical documentation may also be requested and sick leave denied as set forth below.

3. Employees shall cooperate with the Employer in verifying illnesses or injury. Suspected misuse of sick leave may result in the employee being required to provide medical evidence to substantiate any future use of sick leave for a time period not to exceed twelve (12) months as determined by the Superintendent. Suspected misuse of sick leave includes but is not limited to a pattern of absences (e.g. M/F patterns), frequent absences or information that the employee is engaging in off-duty activities that are inconsistent with the sick leave request.

Continued misuse of sick leave shall subject the employee to disciplinary action up to and including dismissal of said employee.

4. Sick leave shall not be used for routine doctor, dentist or any other non-emergency appointments during 2011, 2012 or 2013. Beginning January 2013; employees may use sick leave for routine doctor's appointments for the employee only.

5. If an employee calls in sick and presents a doctor's certificate for authorized sick leave, the employee will have one sick day deducted from the annual days of sick leave as outlined above. Any unauthorized leave taken for such purposes must be taken as authorized personal leave, vacation leave or compensatory time, consistent with the rules for use of such time off.

6. From and after the effective date of this agreement, any employee that does not use any sick days during any calendar year shall receive one (1) additional personal day in the following calendar year, which may not be accumulated.

7. The Employees shall be entitled to three (3) personal days each calendar year. Failure to give advanced notice shall not be the basis for denial of the personal day. Personal Day requests shall be submitted no more than seven (7) days in advance of the date requested.

ARTICLE XIV

MILITARY SERVICE LEAVE

Full-time employees who are members of a reserve unit of the Armed Forces of the United States or Illinois National Guard will be granted leave without pay for annual training sessions or schools, provided notice is given to the Employer at least twenty-four (24) hours upon his receipt of orders before the leave is to commence.

ARTICLE XV

PROBATIONARY EMPLOYEES

An employee shall be considered probationary for the first nine (9) months of his employment dating from the last date of hire. During this period, the employment of the employees shall be at the sole discretion of the Employer.

ARTICLE XVI

MATERNITY/PATERNITY AND ADOPTION LEAVE

1. Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her term of pregnancy, with a doctor's slip, ending not later than four (4) weeks after the date of termination of her pregnancy. Said leave can be extended up to twenty-six (26) weeks with a doctor's slip. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.

2. Special leave with pay, to a minimum of one (1) work day will be granted to a male employee at the birth of his child or to any employee for needs directly related to the adoption of their child. Additional time may be granted at the Superintendent's discretion.

ARTICLE XVII

JURY DUTY

Any employee required to be available for jury selection or service shall continue to be paid by the Employer at the regular rate. However, should the employee receive compensation for such jury duty from any other source, the Employer is entitled to deduct such other payments from the amount owed to the employee.

Any employee, who is available for jury participation in Logan County but does not have to sit on a panel, shall report for work within two (2) hours of release from the jury. If said employee is chosen on a jury but is not sequestered, the employee shall report as scheduled for work within two (2) hours of release from jury duty. However, any individual required to serve in a jury not located in Logan County shall be relieved of any duty for days on jury duty.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Employee Health Insurance

The Employer will provide a basic hospitalization program and medical insurance for the employees, and at the option of the employee, for their dependents.

The City will pay 92.5% of the cost of the Employee only health insurance premium. The employee will pay 7.5% of the applicable Employee only premium. The City will pay 90% of the cost of the Employee only health insurance premium. The employee will pay 10% of the applicable Employee only premium. If an employee elects the high deductible plan, the City will continue to make the same contribution toward the HSA it makes on the effective date of this Agreement provided the City's HSA contribution does not exceed 80% of the difference in premium costs of the PPO and high deductible plans. (For example, if the payment for single only PPO is \$775 effective January 1, 2013, the employee will pay \$38.55 per month toward the PPO coverage. If the City's HD coverage is \$650, the employee will pay \$32.50 per month for the HD premium. For the HSA contribution, the difference between \$775 and \$650 is \$125.00. 80% of \$125 is \$100.00. The City currently pays \$115.00. Since this is less than 80% of the difference, the City would continue to pay \$115.00 per month to the employees HSA.)

The employee will pay the entire cost of any dependent portion of any applicable health insurance coverage. The premium contributions will be deducted from the Employee's pay on a monthly basis.

The Employer shall retain the option to change the insurance carrier, policy or benefit levels.

Section 2. Retiree Health Insurance

The City shall make payment of fifty percent (50%) of the cost of Health Insurance for newly retired Union members if said member is at least fifty-five (55) years of age and has at least twenty (20) years service with the Department prior to retirement. Any member who has twenty (20) years of service but has not attained the age of fifty-five (55) upon retirement shall pay the health insurance premium until said member attains the age of fifty-five (55). Once said member has remained in the plan until the age of fifty-five (55) and has had twenty (20) years with the Department then the City shall pay fifty percent (50%) of the cost of the health insurance for said member. This shall only apply to members retiring after May 1, 1989.

Said insurance for retirees shall be subject to the same limitations and the same adjustments in benefits and coverage as set forth in the foregoing Section 18.1.

Retirees who are Medicare-eligible will receive Medicare-supplement insurance instead of the full health insurance options given to non-Medicare-eligible employees and retirees. The City shall make payment of fifty percent (50%) of the cost of the Medicare-supplement insurance for employees retiring after May 1, 1989.

The benefits in this Section shall only apply during the Contract term and do not create a vested right in insurance benefits beyond the term of this Contract.

Section 3. Life Insurance

All employees shall receive coverage of term life insurance in the amount of twenty thousand dollars (\$20,000) with the right of the employee to designate the beneficiary.

Section 4. Health Insurance Committee

There shall be a health insurance committee comprised of an equal number of management elected officials and employee representatives for each of the employee groups. The committee will be provided reasonable notice of changes in carriers and benefits; may promptly hold meetings to review proposed modifications to the health insurance plan benefits; make recommendations for change in order to reduce or mitigate any increase in health insurance premiums prior to the effective date of the change in benefits; and may recommend and review the solicitation of competitive bids. The City Council shall make the final decision on carriers and benefits.

ARTICLE XIX

UNIFORMS, GLASSES AND WATCHES

1. Employees who damage or break their glasses or watches, while on duty for the City of Lincoln shall have them repaired or replaced with the consent of the Superintendent as follows:

- | | | |
|----|----------------------|---------------------|
| A. | Prescription Glasses | 100% up to \$350.00 |
| B. | Watch | 100% up to \$50.00 |

2. Employees will be reimbursed, upon submittal of a proper receipt, for work clothes, gloves, coveralls and work boots up to \$500.00 per calendar year. The employee shall turn in receipts for reimbursement to the Office of the City Clerk. It is the responsibility of the employee to maintain the cleaning of his or her respective coveralls.

3. The City of Lincoln will furnish rubber boots for the employees of the Department.
4. The City of Lincoln agrees to furnish rain gear in size medium, large, and extra-large.
5. The above items to be furnished by the City of Lincoln will be replaced on an as needed basis, contingent upon return of the damaged or worn out items and only if the employer agrees in the need for replacement.
6. The Employer agrees to comply with all Illinois Department of Labor rules related to safety.
7. The Employer shall reimburse, upon submittal of a proper receipt, the CDL renewal fee for each employee, but not more than once every four (4) years.

ARTICLE XX

PAY RATES

1. Base for all members except those served by paragraph 4 of this Article.
 - A. All Tier I members of the bargaining unit shall be entitled to a monthly base pay of \$4,659.63 from May 1, 2019 to April 30, 2020.
- *Employees hired after May 1, 2002 and before the effective date of this Agreement move to base pay referred to above upon the effective date of the Agreement and shall receive no longevity pay until after "five (5) years of service" step on the longevity schedule below to be effective on the effective date of this Agreement.
2. In addition to base pay, the employee shall continue to receive longevity pay based on length of service. Said longevity pay shall be as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 years	5.0%
10 years	8.5%
15 years	11%
20 years	12.5%
25 years	15%
30 years or greater	16.5%

3. In addition to the base pay, the Assistant Superintendent shall receive an additional one hundred fifty dollars (\$150.00) per month.

4. Each full-time Tier II member of the Street and Alley Department hired on or after the effective date of this May 1, 2011 Agreement shall be entitled to a graduated salary of the following percentage of base pay during the relevant time period. (May 1, 2019 Top Base pay is \$4,504.94 per month.)

5. Wage increases each May 1, 2019, 2020, 2021 are as follows; 2.5%, 2.75%, 3%

	<u>5/1/18</u>	<u>5/1/19</u>	<u>5/1/20</u>
	2.50%	2.75%	3.00%
1-12 Months 75%	\$3,378.70	\$3,471.61	\$3,575.76
12-24 Months 85%	\$3,829.20	\$3,934.50	\$4,052.54
24-36 Months 95%	\$4,279.69	\$4,397.38	\$4,529.30
36 + Months	\$4,504.94	\$4,628.83	\$4,767.70

ARTICLE XXI

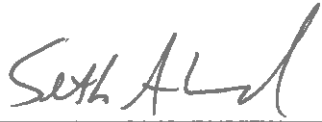
DURATION

This Agreement shall be effective from May 1, 2019 through April 30, 2022, and shall renew year to year thereafter unless either party gives notice of termination in writing by certified mail at least sixty (60) days prior to any termination date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or a resolution of an impasse procedure are continuing for a new Agreement or part thereof between the parties.

If any provisions of this Agreement or application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect in such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

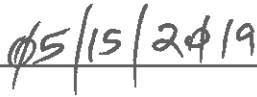
CITY OF LINCOLN, ILLINOIS



Mayor

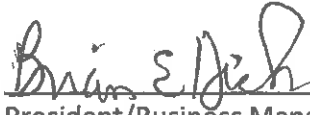


City Administrator/Chief Negotiations Officer



Date

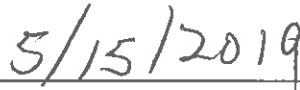
INTERNATIONAL UNION OF OPERATING
ENGINEERS – LOCAL 399



President/Business Manager, Brian Hickey



Business Representative, Frank Hoskins



Date